

## REMARKS

The present remarks are in response to the Office Action dated October 7, 2005. Claims 1-27 are now pending in this case. No claims have been amended in the present response. However, all claims are included herewith for the Examiner's convenience.

Claims 1-12 and 19-20 stand rejected under 35 U.S.C. § 102(e) as anticipated by U.S. Patent No. 6,154,778 to Koistinen et al. The applicants respectfully traverse this rejection and request reconsideration. The Office Action correctly states, at page 11, that the applicants have argued that Koistinen does not teach adjusting of client QoS parameters based on the QoS response received from the server. However, the Office Action incorrectly asserts that Koistinen does teach such a process at column 11, lines 38-64. The Office Action quotes Koistinen as disclosing that "a client trust filter 60 modifies QoS specifications received from the server agent 40 according to trustworthiness data for the server agent 40." (See column 11, lines 59-61 (emphasis added.)) What Koistinen discloses is the client modifying the received server QoS specifications. This teaches directly away from, by way of example, claim 1, which is a method claim that recites *inter alia* "adjusting client QoS parameters in response to the QoS negotiation response." (Emphasis added.) Thus, as previously asserted, Koistinen teaches adjusting the server QoS specifications and does not teach or suggest adjusting the client QoS parameters. For this reason, among others, claim 1 is clearly allowable over Koistinen. Claims 2-4 are also allowable in view of the fact that they depend from claim 1, and further in view of the recitation in each of those claims.

Similarly, claim 5 is a method that recites *inter alia* "receiving a QoS response from the server" as well as "adjusting client settings based on the QoS response." (Emphasis added.) As discussed above with respect to claim 1, Koistinen teaches directly away from the method recited in claim 5 by disclosing a technique in which the received server QoS specifications are adjusted according to trustworthiness data. This teaches directly away from adjusting client settings, as recited in claim 5. For this reason, among others, claim 5 is clearly allowable over Koistinen. Claims 6-9

are also allowable in view of the fact that they depend from 5, and further in view of the recitation in each of those claims.

The Office Action further cites, at page 3, additional passages in Koistinen as purportedly teaching adjusting client QoS parameters in response to the QoS negotiation response. This is incorrect. A careful reading of these passages will show that they do not pertain to adjusting client QoS parameters. Specifically, column 6, lines 23-57 describe a QoS negotiation process in which the client sends a set or subset of client behavior modes and the server matches those with a set or subset of server behavior modes to thereby generate a set of offers that are transmitted to the client agent. (See column 6, lines 46-49.) Nothing in this passage teaches or suggests adjusting client QoS parameters in response to this QoS negotiation response, as recited in claim 1, or adjusting client settings based on the QoS response, as recited in claim 5. Another passage cited in the Office Action, column 9, lines 60-67 is completely unrelated to the adjustment of any client QoS specifications and, indeed, is totally directed to the generation of preliminary server QoS specifications. Similarly, column 10, lines 1-12 fail to even mention client QoS specifications, but instead discusses the fact that the preliminary server QoS specification may not take into account system resources required to support the preliminary server QoS specifications. Again, the passage is completely devoid of any discussion of adjusting client QoS parameters. The final passages of Koistinen cited in the Office Action at page 3 include column 11, lines 37-67 and column 12, lines 1-14. The inapplicability of the passage at column 11, lines 37-67 has already been discussed. That is, Koistinen clearly teaches modification of the received server QoS specifications according to the trustworthiness data for the server agent, but does not teach or suggest any modification of a client QoS parameters or adjusting client settings based on the QoS response received from the server. The portion of Koistinen at column 12 is also devoid of any suggestion to modify or adjust client QoS parameters, but discusses the modification of the server QoS specification to take into account the limitations of the environment by applying the trustworthiness filter described above. This process is irrelevant to the methods recited in claims 1 and 5.

With respect to claim 10, the Office Action, at page 2, incorrectly asserts that Koistinen discloses adjusting QoS parameters in response to the QoS negotiation

request received from a client at the server. In support of this position, the Office Action cites the precise same passages of Koistinen that are used incorrectly to support the concept of altering the client QoS parameters in response to a response message received from the server. Indeed, a careful review of the cited passages clearly show that they support neither proposition. Specifically, claim 9, lines 60-67 describe the process of generating preliminary QoS specifications but never even mentions receiving a QoS request originating from the client at the server. Furthermore, this passage does not teach or even suggest "adjusting server parameters in response to the QoS request" from the client, as recited in claim 10. The passage at column 10, lines 1-12 do not pertain to any adjustment of server parameters, but merely states that the current technology may not satisfactorily account for environmental or system resources. However, as will be discussed below, there is no change to the server parameters in response to a QoS message received from the client. In column 11, lines 37-67 there is no discussion of adjusting server parameters in response to the QoS request from the client received by the server, as recited in claim 10. As previously discussed, the passage at column 11 describes the client modifying the server QoS specifications in accordance with trustworthiness data. This is not an adjustment of server parameters in response to the QoS request message from the client at the server, but subsequent processing of transmitted server QoS data received by the client and processed by the client trust filter 60. Finally, column 12, lines 1-14 again refers generically to the process of applying the trustworthiness filters in order to take into account system resource limitations. This is not an adjustment of "server parameters in response to the QoS request" from the client received by the server, as recited in claim 10. Thus, Koistinen does not teach, or even suggest the method recited in claim 10. For this reason, among others, claim 10 is clearly allowable over Koistinen. Claims 11 and 12 are also allowable in view of the fact that they depend from 10, and further in view of the recitation in each of those claims.

With respect to claim 19, the Office Action includes a rejection under 35 U.S.C. § 102(a) and lumps claim 19 in with a broad discussion of claims 1, 5, and 10. However, claim 19 is directed to a generic quality of a service architecture and includes elements that are not even discussed in the Office Action. Specifically, the Office Action

does not refer to a generic QoS protocol accessible by a client QoS negotiator and a server QoS negotiator nor is there any discussion of a generic QoS API for configuring, monitoring, and maintaining the client QoS negotiator, the server QoS negotiator, and the generic QoS protocol. It is further noted that Koistinen does not teach or suggest any such architecture or technique for maintaining the recited elements. For this reason, among others, claim 19 is clearly allowable over Koistinen.

The Office Action briefly refers to claim 20, which stands rejected under 35 U.S.C. § 102(a) over Koistinen. However, the portions of Koistinen referred to in the Office Action do not remotely suggest that a client QoS negotiator is disposed above a client socket layer and communicates with the client socket layer, as recited in claim 20. The passages cited in the Office Action, which are the same passages recited and discussed above, refer generally to communication between a client and server but make no reference to an architecture and no reference to a client socket layer. In the absence of such discussion, Koistinen cannot be said to support a rejection of claim 20. Koistinen simply does not discuss an architecture and never discusses a client socket layer. In contrast, Figure 1 illustrates the system architecture and illustrates socket layers 35, 40. As noted above in the specification, the socket layers include a variety of transport protocols, such as transmission control protocol (TCP), and user datagram protocol (UDP). (See page 9, lines 8-10.) Those skilled in the art will appreciate that the TCP corresponds to the transport layer in the ISO/OSI reference model. (See *Microsoft Computer Dictionary*, 5th ed.) Koistinen does not ever address transport layers and does not teach or suggest that a client QoS is disposed above and communicates with the client socket layer, as recited in claim 20. Accordingly, claim 20 is clearly allowable over Koistinen. Claims 21-27 are allowable in view of the fact that they depend from 20, and further in view of the recitation in each of those claims.

Claims 13-17 stand rejected under 35 U.S.C. § 103(a) as unpatentable over Koistinen. The applicants respectfully traverse this rejection and request reconsideration. The Office Action, at page 6, asserts that Koistinen teaches the various components recited in claim 13. However, a careful check of each and every section cited in the Office Action fails to reveal any suggestion of the components recited in claim 13. For example, claim 13 recites “a client information storage unit.”


The Office Action asserts that Koistinen teaches such a component and cites the same sections already discussed above in support of that assertion. However, none of these sections, in fact, teach or suggest a client information storage unit. Specifically, column 6, lines 23-57 refers to the flow chart of Figure 3 illustrating the exchange of messages between the client and server. Nowhere in this section is a storage unit of any sort discussed. Column 9, lines 60-67 refer to the server agent and the QoS negotiation based on QoS levels which the server is capable of providing. The entire discussion at column 9, lines 60-67 refers to the server and is totally unrelated to the client at all and, thus, does not teach or suggest a client information storage unit. Column 10, lines 1-12 also discuss the server application and possible limitation on the ability of the server to provide any specific QoS level. Again, this section of Koistinen cited as disclosing a client information storage unit is totally focused on the server and does not even consider any client elements. Column 11, lines 37-67 refer to a server process in which offers from a client agent are filtered by a trust filter to determine expected utility of client offers. A client agent performs a similar trust filter operation on the server agent offers to determine expected utility of the server offers. None of this processes is remotely related to a client information storage unit and contain no mention of a client information storage unit. Column 12, lines 1-14 further discuss the modification of preliminary QoS data because of resource limitations. This passage in Koistinen does not teach or suggest any client information storage unit. Column 14, lines 55-67 discusses a negotiation protocol in which a client requests all offers that the server is willing to accept and the server, in response, sends a message containing all offers that the server supports. This process does not teach or suggest a client information storage unit. Finally, column 15, lines 1-20 describe the continuation of the negotiation process from column 14 in which the client accepts one of the server offers and proposes it as a deal to the server. Acknowledgements and conflict messages are described in this portion of Koistinen. What is not discussed in this portion of Koistinen is any client information storage unit. In summary, Koistinen does not teach or suggest a client information storage unit in any of the passages cited in the Office Action. Further review of Koistinen does not reveal any structure such as a client information storage unit. For this reason alone, claim 13 is allowable over Koistinen.

Furthermore, the Office Action correctly states that Koistinen does not teach or suggest the use of an ICMP header for transmitting the protocol as an out-of-band message, but incorrectly asserts that such messaging would be obvious to one of ordinary skill in the art. This is hindsight reconstruction utilizing the claim itself as a roadmap. It is well determined that such hindsight reconstruction is inappropriate. Koistinen does not suggest the use of any out-of-band messaging. Indeed, Koistinen does not discuss the specifics of messaging at all, but merely mentions that QoS negotiations occur "via the signal transceiver 44 during the negotiation process with the client 42" and "a signal transceiver 56 for communication with the server agent during negotiation of a QoS agreement." (See column 11, lines 45-49 and 61-64.) Thus, Koistinen provides no suggestion for any desirability of out-of-band messaging and the Office Action merely makes a bold-faced assertion without any support in the specification. For this additional reason, claim 13 is clearly allowable over Koistinen. Claim 14-18 are also allowable in view of the fact that they depend from claim 13, and further in view of the recitation in each of those claims.

In view of the above amendments and remarks, reconsideration of the subject application and its allowance are kindly requested. The applicants have made a good faith effort to place all claims in condition for allowance. If questions remain regarding the present application, the Examiner is invited to contact the undersigned at (206) 628-7640.

Respectfully submitted,

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